EXHIBIT A

Application Guideline	Location in Application
(A) An Executive Summary on the first	I. Executive Summary, pages 1-2
page of the application with the address,	3.1
proposed height, and type of tower being	
proposed. A map showing in the location	Exhibit C, Site Plans
of the proposed site should accompany	
the description;	
(B) A brief description of the proposed	I. Executive Summary, pages 1-2
facility, including the proposed locations	
and heights of each of the various	VI. Facility Design, pages 10-11
proposed sites of the facility, including all	
candidates referred to in the application;	Exhibit C, Site Plans
(C) A statement of the purpose for which	I. Executive Summary, pages 1-2
the application is made;	
(D) A statement describing the statutory	Executive Summary, pages 1-2
authority for such application;	1. A T. A II
(E) The exact legal name of each person	II.A. The Applicant, page 3
seeking the authorization or relief and the	
address or principal place of business of	A
each such person. If any applicant is a	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
corporation, trust, or other organized	
group, it shall also give the state under the	
laws of which it was created or organized; (F) The name, title, address, and	II A. The Applicant was 2
telephone number of the attorney or other	II.A. The Applicant, page 3
person to whom correspondence or	
communications in regard to the	M 11 11 11 11 11 11 11 11 11 11 11 11 11
application are to be addressed. Notice,	
orders, and other papers may be served	
upon the person so named, and such	
service shall be deemed to be service	,,
upon the applicant;	
(G) A statement of the need for the	IV.A. Statement of Need, pages 5-6
proposed facility with as much specific	, , , , , , , , , , , , , , , , , , , ,
information as is practicable to	IV.C. Technological Alternatives, page 8
demonstrate the need including a	3
description of the proposed system and	Exhibit H, Radio Frequency Coverage
how the proposed facility would eliminate	Plots from T-Mobile
or alleviate any existing deficiency or	
limitation;	
(H) A statement of the benefits expected	IV.B. Statement of Benefits, pages 7-8
from the proposed facility with as much	
specific information as is practicable;	
(I) A description of the proposed facility at	Executive Summary, pages 1-2
the proposed prime and alternative sites	
including:	IV.A. Statement of Need, pages 5-6

Application Guideline

- (1) Height of the tower and its associated antennas including a maximum "not to exceed height" for the facility, which may be higher than the height proposed by the Applicant;
 - (2) Access roads and utility services:
 - (3) Special design features;
- (4) Type, size, and number of transmitters and receivers, as well as the signal frequency and conservative worst-case and estimated operational level approximation of electro magnetic radiofrequency power density levels (facility using FCC Office of Engineering and Technology Bulletin 65, August 1997) at the base of the tower base, site compound boundary where persons are likely to be exposed to maximum power densities from the facility;
- (5) A map showing any fixed facilities with which the proposed facility would interact;
- (6) The coverage signal strength, and integration of the proposed facility with any adjacent fixed facility, to be accompanied by multi-colored propagation maps of red, green and yellow (exact colors may differ depending on computer modeling used, but a legend is required to explain each color used) showing interfaces with any adjacent service areas, including a map scale and north arrows; and
- (7) For cellular systems, a forecast of when maximum capability would be reached for the proposed facility and for facilities that would be integrated with the proposed facility.
- (J) A description of the named sites, including:
- (1) The most recent U.S.G.S. topographic quadrangle map (scale 1 inch = 2000 feet) marked to show the site of the facility and any significant changes within a one mile radius of the site;
 - (2) A map (scale not less than 1 inch =

Location in Application

VI. Facility Design, pages 10-11

VII.C. MPE Limits/Power Density Analysis, page 15

Exhibit O, Power Density Calculations

Exhibit H, T-Mobile's Radio Frequency Coverage Plots

Exhibit C, Site Plans

VI. Facility Design, pages 10-11

Exhibit C, Site Plans

The Control of the Co	
Application Guideline	Location in Application
200 feet) of the lot or tract on which the	
facility is proposed to be located showing	n a
the showing the acreage and dimensions	
of such site, the name and location of	
adjoining public roads or the nearest public	
road, and the names of abutting owners	
and the portions of their lands abutting the	
site;	
(3) A site plan (scale not less than 1	
inch = 40 feet) showing the proposed	
facility, fall zones, existing and proposed	
contour elevations, 100 year flood zones,	1 5
waterways, and all associated equipment	
and structures on the site;	
(4) Where relevant, a terrain profile	
showing the proposed facility and access	
road with existing and proposed grades;	
and	
(5) The most recent aerial photograph	" "I
(scale not less than 1 inch = 1000 feet)	
showing the proposed site, access roads,	
and all abutting properties.	
(K) A statement explaining mitigation	VI. Facility Design, pages 10-11
measures for the proposed facility	, , , , , , , , , , , , , , , , , , , ,
including:	IV.C. Technological Alternatives, page 8
(1) Construction techniques designed	(antenna requirements)
to specifically minimize adverse effects on	, , , , , , , , , , , , , , , , , , , ,
natural areas and sensitive areas;	VII.B. Solicitation of State Agency
(2) Special design features made	Comments, page 14
specifically to avoid or minimize adverse	,,
effects on natural areas and sensitive	Exhibit C, Site Plans
areas;	
(3) Establishment of vegetation	Exhibit J, Site Selection Analysis and Map
proposed near residential, recreation, and	of Rejected Sites
scenic areas; and	
(4) Methods for preservation of	Exhibit K, Statement of Compliance
vegetation for wildlife habitat and	Exhibit it, otatoment of compilation
screening.	Exhibit N, Correspondence with State
	Agencies
(L) A description of the existing and	VIII.C. Planned and Existing Land Uses.
planned land uses of the named sites and	page 19
surrounding areas;	page 18
(M) A description of the scenic, natural,	VII.D. Trumbull Inland Wetlands and
historic, and recreational characteristics of	Watercourses Regulations, page 19
the named sites and surrounding areas	vvatercourses regulations, page 19
the named sites and surrounding areas	

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Application Guideline	Location in Application
including officially designated nearby	Exhibit M, Visual Resource Evaluation
hiking trails and scenic roads;	Report
	Exhibit N, Correspondence with State
	Agencies
	Exhibit P, NEPA Summary Report
	D. H. E''
(N) Sight line graphs to the named sites	Bulk Filing
(N) Sight line graphs to the named sites	Exhibit M, Visual Resource Evaluation
from visually impacted areas such as	Report. Applicant respectfully requests a
residential developments, recreational	waiver from the sight line graphs
areas, and historic sites;	requested in the Council's guidelines given
	the extensive and comprehensive visual
	analysis, including viewshed maps and
	photosimulations from such visual
(O) A list describing the type and beight of	receptors as included in Exhibit M.
(O) A list describing the type and height of	Exhibit I
all existing and proposed towers and	
facilities within a four mile radius within the	
site search area, or within any other area	
from which use of the proposed towers	
might be feasible from a location	
standpoint for purposes of the application;	V 0" 0 1 1 1 1 T 0 1
(P) A description of efforts to share	V. Site Selection and Tower Sharing,
existing towers, or consolidate	pages 8-10
telecommunications antennas of public	F. L'IL'I O O'I DI
and private services onto the proposed	Exhibit C, Site Plans
facility including efforts to offer tower	
space, where feasible, at no charge for space for municipal antennas;	
	N/O Tooks also is IAB
(Q) A description of the technological alternatives and a statement containing	IV.C. Technological Alternatives, page 8
justification for the proposed facility;	
(R) A description of rejected sites with a	V Site Colection and T Ob
U.S.G.S. topographic quadrangle map	V. Site Selection and Tower Sharing,
(scale 1 inch= 2,000 feet) marked to show	pages 8-10
the location of rejected sites;	Evhibit I Site Selection Analysis and
and location of rejected sites,	Exhibit J, Site Selection Analysis and
(S) A detailed description and justification	Rejected Sites V. Site Selection and Tower Sharing,
for the site(s) selected, including a	pages 8-10
description of siting criteria and the	pages u- IV
narrowing process by which other possible	Exhibit H, T-Mobile's Radio Frequency
sites were considered and eliminated,	Coverage Plots
including, but not limited to, environmental	Ooverage Flots

Application Guideline	#Location in Application
effects, cost differential, coverage lost or gained, potential interference with other facilities, and signal loss due to geographical features compared to the proposed site(s);	Exhibit J, Site Selection Analysis and Map of Rejected Sites
(T) A statement describing hazards to human health, if any, with such supporting data and references to regulatory standards;	VII.C. MPE Limits/Power Density Analysis, page 15 Exhibit O, Power Density Analysis
,	Bulk Filing
(U) A statement of estimated costs for site acquisition, construction, and equipment for a facility at the various proposed sites of the facility, including all candidates referred to in the application;	X.A. Overall Estimated Cost, page 25
(V) A schedule showing the proposed program of site acquisition, construction, completion, operation and relocation or removal of existing facilities for the named sites;	X.B. Overall Scheduling, pages 25-26
(W) A statement indicating that, weather permitting, the applicant will raise a balloon with a diameter of at least three feet, at the sites of the various proposed sites of the facility, including all candidates referred to in the application, on the day of the Council's first hearing session on the application or at a time otherwise specified by the Council. For the convenience of the public, this event shall be publicly noticed at least 30 days prior to the hearing on the application as scheduled by the Council; and	VII.A. Visual Assessment, pages 12-14
(X) Such information as any department or agency of the state exercising environmental controls may, by regulation,	VII.B. Solicitation of State Agency Comments, page 14
require including: (1) A listing of any federal, State, regional, district, and municipal agencies,	VII.C. MPE Limits/Power Density Analysis, page 15
including but not limited to the Federal Aviation Administration; Federal Communications Commission; State	VII.D. Other Environmental Factors, pages 15-17
Historic Preservation Officer; State Department of Environmental Protection;	IX. Consultation with Local, State and Federal Officials, pages 20-25

Application Guideline	Location in Application
and local conservation, inland wetland,	
and planning and zoning commissions with	
which reviews were conducted concerning	VIII. Consistency with the Trumbull Land
the facility, including a copy of any agency	Use Regulations, pages 17-19
position or decision with respect to the	
facility; and	Exhibit N, State Agency Correspondence
(2) The most recent conservation,	
inland wetland, zoning, and plan of	Exhibit O, RF Emissions Report (power
development documents of the	density)
municipality, including a description of the	Fubilit D NEDA Common Donot
zoning classification of the site and surrounding areas, and a narrative	Exhibit P, NEPA Summary Report
summary of the consistency of the project	Exhibit O. Municipal Cancult
with the Town's regulations and plans.	Exhibit Q, Municipal Consult
mar and rewrite regulations and plans.	Exhibit R, FAA Letter
	Exhibit N, 1774 Lotter
	Bulk Filing
(Y) Description of proposed site clearing	Exhibit C, Site Plan
for access road and compound including	
ype of vegetation scheduled for removal	
and quantity of trees greater than six	
nches diameter at breast height and	
nvolvement with wetlands;	
(Z) Such information as the applicant may	Exhibit L, Residential Structures within
consider relevant.	1000 feet of the Facility

EXHIBIT B

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Town of Trumbuil, a(n) a municipal corporation ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease.

- (the "Option Fee") by Tenant to Landlord, Landlord (a) In consideration of the payment of hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional (welve (12) months upon written notice to Landlord and payment of the sum of "("Additional Option Pee") at any time prior to the end of the ("Additional Option Fco") at any time prior to the end of the Option Period.
- (b) During the Option Period and any extension thereof, and during the initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Oovernmental Approvals"), including all laud use and zoning pennit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Tenn or any Renewal Tenn of this Lense, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.
- (c) If Tenant exercises the Option, then Landford hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted within the green lines on the plans attached as Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises are located at 158 Edison Road, Trumbull, Fairfield County, Connecticut 06611. For the avoidance of doubt, the spaces marked "Future" and "Future Carrier" on Exhibit B are not included within the Premises.
- 2. Tenn. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").
- 3. Renewal. Tenant shall have the right to extend this Lease for four (4) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent

- (a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant, Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.
- (b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to effect immediately prior to the adjustment date.
- (c) If any installment of Rent is not received by Landlord within ten (10) days after it is due; Tenant shall pay to Landlord as a late charge ten percent (10%) of the amount of rent overdue.
- (d) Rent Abatement. Notwithstanding the above, Tenant shall abate ("Rent Abatement") from the Rent commencing on the Commencement Date through the end of the ninety-sixth (96th) month, which shall occur at the end of the third year of the Second Renewal Term ("Rent Abatement Perlod"). Said Rent Abatement shall total

), which represents Tenant's upfront costs for Landford's equipment, installation of Landford's equipment, Landford's fees for a third party consultant and the removal of the current tower that is located on the Property. Upon the expiration of the ninety-sixth month, Tonant shall pay Landlord Rent in accordance with the terms as set forth above.

Sile Number: Site Name: Market:

CTFF-181B

Police Station Edison Road

Connecticut

Site Leate - version 9.21.07

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5. <u>Permitted Use</u>. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

Notwithstanding any language to the contrary which may be contained in this agreement, the Tenant shall either permit to be installed, or at the option of the governmental entities, to install such radio transmitting, repeating, and/or receiving equipment as may be determined to be necessary for the public health, safety and welfare by the Landlord, State of Connecticut, County of Fairfield, Town of Trumbull and any similar governmental entity providing emergency services ("Governmental Emergency Services Entity"). Said installation of the Governmental Emergency Services Entity by Tenant shall be limited to a one (1) time only initial installation. Furthermore, said installation shall only be conducted upon Tenant's written consent, which shall not be unreasonably withheld, conditioned or delayed. If this installation is installed subsequent to Tenant's installation, then such installation shall not interfere with Tenant's operations pursuant to Section 6 herein.

- 6. Interference: Pre-Construction Tosting and Operational Use.
- (a) Touant shall provide in writing: (1) a full listing of all proposed frequencies to be deployed by Tenant at the Premises (the "Proposed Frequencies"); and (2) an RF engineering study (the "RF Engineering Study"), prepared by a Landlord-approved third party, including a determination that the deployment of the Proposed Frequencies will not cause Interference to the Public Safety Communications Equipment.
 - (b) The RF Engineering Study will include the following:
 - (1) An intermodulation study; and
- (2) A study on the impact on co channel and adjacent channel selectivity and desensitization. Receive frequencies will not be impacted to a level below -110 dBm sensitivity by Tenant's transmissions.
- (c) Tenant will exclude from use at the Premises the public safety and commercial use frequencies listed on Exhibit C, attached hereto, and both the lower and upper adjacent channels.
- (d) Tenant shall not commence any work related to the construction, installation or erection of the Combined Use Facility on the Premises until the RF Engineering Study is approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned, denied or delayed. Landlord shall signify approval by signing off on the RF engineering study and shall signify disapproval by sending Tenant written notice of such disapproval. Any notice of such disapproval must state with specificity the reasons for Landlord's objections and what Tenant must do to make the RF engineering study approvable by Landlord. Landlord shall have ten (10) days from the date of receipt of the RF engineering study or any modified RF engineering study to approve or disapprove same or the RF engineering study shall be deemed approved.
- (e) If, at any time during the Initial Term or any Renewal Term, Tenant wishes to add frequencies to the list of Proposed Frequencies, Tenant shall notify Landlord in writing in advance and deliver to Landlord an updated RF Engineering Study that complies with Section 6(b) prior to initiating use of those additional frequencies
- (f) The expenses charged by the Landlord-approved third party for the initial RF Engineering Study and any follow-up RF Engineering Study pursuant to Section 6(e) shall be commercially reasonable.
- (g) Pollowing the completion of construction, Tenant shall operate the Antenna Facilities in a manner that will not cause Interference to the Public Safety Communications Equipment. All operations by Tenant shall be in compliance with applicable Federal Communications Commission ("FCC") requirements. If the Antenna Facilities cause Interference with the Public Safety Communications Equipment, Tenant shall, promptly upon receipt of written notice, take all necessary steps to identify and eliminate the source of the Interference. Tenant shall be permitted to operate a cell on wheels ("COW") during the time period during which it is investigating and eliminating the Interference, provided that the COW does not cause Interference with the Public Safety Communications Equipment. If Tenant fails to cause the Interference to be identified and eliminated, Landlord may pursue any remedies available under this Lease, at law, and/or equity or terminate this Lease immediately upon written notice. Notwithstanding anything in this Section 6(g) to the contrary, in the event of Dangerous Interference, Landlord's notice to Tenant shall include a statement referring to the imminent danger and Tenant shall, if requested by Landlord, immediately discontinue all commercial use of the Antenna Facilities until such time as the source of the Dangerous Interference is identified and eliminated.
- (h) Subsequent to the installation of the Public Safety Communications Equipment, Landlord shall not permit itself, its tenants or licensees to install new equipment ("New Landlord Equipment") on the Property or property contiguous thereto owned or controlled by Landlord, if such New Landlord Equipment is likely to cause Interference with Tenant's operations. Such Interference shall be deemed a material breach by Landlord. In the event Interference occurs due to Landlord's installation of New Landlord

Equipment, Landlord agrees to take all action necessary to identify the source of such Interference and eliminate such Interference within thirty (30) days of receipt of written notice thereof. If Landlord fails to comply with this Section 6(h), Tenant may terminate this Lease, and/or pursue any other remedies available under this Lease at law, and/or at equity. Landlord shall, however, have the right to install and maintain a video camera similar in size to the camera currently located on the Property for the purpose of monitoring traffic provided that equipment does not cause Interference with Tenant's operations.

- (i) As used in this <u>Section 6</u>, "<u>Interference</u>" means and includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by (i) unwanted energy emissions, radiations, or inductions, or (ii) physical barriers including, but not limited to, walls, metal frames or other structures. "Interference" shall not include permissible interference, as defined by the FCC. For the purposes of this <u>Section 6</u>, "<u>Dangerous Interference</u>" means Interference that is so severe as, in Landlord's reasonable judgment, to pose an imminent danger to the health or safety of the public, police, fire or emergency services personnel.
- (j) Tenant shall indemnify and hold Landlord harmless from any and all claims (including attorney's fees, costs and expenses of defending such claims) arising from its failure to fulfill its obligations under this Section 6, unless such claims are a result of Landlord's negligence or willful misconduct.

7. Improvements; Utilities; Access.

- (a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Teoant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Subject to Section 7(c) herein, Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.
- (b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.
- (c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted. Within thirty (30) days from the expiration or termination of this Lease, Landlord shall provide written notice to the Tenant instructing Tenant to either remove the tower or turn over ownership of the tower to the Landlord for the cost of the tower ownership of the tower. Tenant shall transfer ownership of the tower to Landlord and shall remove its improvements, equipment, fixtures (not including the tower), and all other property from the Premises within ninety (90) days from the termination or expiration of the Lease, except for the tower, which shall remain on the Premises. In the event Landlord does not choose to retain ownership of the tower, Tenant shall remove all improvements as set forth herein, including the tower and the removal of the tower foundation a minimum of one and a half (1 ½) feet below grade. In the event Tenant fails to remove the Antenna Facilities and all related personal property and fixtures, the Landlord shall have the right, but not the obligation, to remove all such items from the Property and to obtain reimbursement from the Tenant for all costs and expenses associated with such removal. In addition, Tenant shall be obligated to continue to pay Rent, the termination of these leases associated with such removal. In addition, Tenant shall be obligated to continue to pay Rent, the termination of the termination of the Property.
- (d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.
- (e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.
- (f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant. Upon prior notice to Tenant, Landford shall have access to its equipment located on the tower to maintain, repair and upgrade Landford's communications equipment. Such notice shall not be required in the event of an emergency, but notice shall be given to Tenant as soon thereafter as practicable.

Site Number: Site Name: CTFF481B Police Station Edison Road Connecticul

- (g) Landford shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.
 - 8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further fiability as follows:
- (a) upon thirty (30) days' written notice by Landford if Tenant fails to cure a default for payment of amounts due under this Lense within such thirty (30) day period;
- (b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, provided Tenant's use, investigations, or presence on the Premises did not contribute to the unacceptable results or if Tenant through no fault of its own is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business; In the event Tenant voluntarily elects not to obtain, maintain, or otherwise forfeits or cancels any license (including without limitation an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business, and thereafter seeks to terminate this Lease, such termination shall be upon thirty (30) days' written notice and payment of liquidated damages in the amount of six (6) months of the then current rent to Landlord;
- (c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons, provided Tenant pays Landlord liquidated damages in the amount of six (6) months then current Rent;
- (d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or
- (e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.
- 9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.
- 10. Taxes. Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.
 - 11. Insurance and Subrogation and Indemnification.
- (a) Tengut will maintain Commercial General Liability Insurance in amounts of occurrence and aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.
- (b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured theremder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- (c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indennify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

Site Number: Site Name: CTFF481B Police Station Edison Road

Connecticut

- (d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.
- (c) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.
- 12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to: T-Mobile USA, Inc, 12920 SE 38th Street Bellevue, WA 98006 Attn: PCS Lesse Administrator

With a copy to: Atin: Legal Dept.

And with a copy to: T-Mobile Northeast LLC 4 Sylvan Way Parsippany, NJ 07054 Attn; Lease Administration Manager

With a copy to: Attn: Legal Dept. If to Landlord, to: Town of Trumbull 5866 Main Street Trumbull, CT 0661 | Attention: First Selectman

And with a copy to: Town of Trumbull 158 Edison Road Trumbull, CT 06611 Attention: Chief of Polico

Send Rent payments to: Town of Trumbull 5866 Main Street Trumbull, CT 06611 Attention: Director of Finance

- 13. Quiet Enjoyment, Title and Authority. As of the Biffective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.
- 14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold hannless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the Indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.
- 15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above), to any person or business entity which: (i) is FCC licensed to operate a wireless communications business; (ii) is a parent, subsidiary or affiliate of Tenant or Tenant's parent; (iii) is merged or consolidated with Tenant; (iv) acquires more than of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located; and/or (v) any entity or company whose primary business function is the management or operation of wireless communications real estate or leases. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Upon written notice to Landlord, Tenant may sublease the Premises to subsequent third-party users ("Subsequent User"). Upon the execution of any sublease, Landlord shall be entitled to receive an amount equal to additional rent from Tenant until the expiration or earlier termination of the sublease.

Site Number: Site Name: Market: CTFF481B

Police Station Edison Road

Connecticut

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignce, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hercunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

- 16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
- 17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antonna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tonant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's

18. Tower Marking and Lighting Requirements.

The following definitions will apply for the purposes of Section 6. Section 18 and Section 19. "Public Safety Communications Equipment" means those certain police, fire and emergency medical service communications systems installed by the Tenant at the direction of the Landlord pursuant to Section 5. "Combined Use Facility" means and includes the Antenna Facilities and the Public Safety Communications Equipment. By way of illustration and without limiting the meaning of the preceding definitions, the Combined Use Facility will include both the police, fire and EMS antennae used by Landlord and located at the top of the tower and the commercial carrier antennae located at various intervals below.

Tenant acknowledges that it, and not Landlord, shall be responsible for compliance with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC directly attributable to the Combined Use Facility. Tenant shall indemnify and hold Landlord harmless from any fines or other liabilities caused by Tenant's failure to comply with such requirements. If Landlord is cited by either the FCC or FAA because the Combined Use Facility is not in compliance and if Tenant fails to cure the conditions of noncompliance within the time frame allowed by the citing agency, Landlord may cure the conditions of noncompliance at Tenant's sole expense, which amounts, together with all Landford's directly related out-of-pocket expenses including its reasonable attorneys fees, shall be paid by Tenant within thirty (30) days after written demand therefore and shall become an additional obligation of Tenant under this Lease. The provisions of this Section 18 shall apply to any modification of the Premises made by the Tenant during the initial or any Renewal Term of this Lease.

19. Human Exposure to RF Emissions.

Tenant represents and warrants that Tenant will comply with any and all rules, regulations and policies of the FCC and the Connecticut Siting Council governing human exposure to radio-frequency ("RF") emissions and that, at no time, during the operation of the Antenna Pacilities, will the RF emissions exceed FCC standards. Tenant shall have the right to cure any default under this provision in the time periods set forth in Paragraph 9, or within such time period as may be extended pursuant to an order of a court of competent jurisdiction. Tenant shall not commence the construction, installation or erection of a communications tower on the Premises unless and until Tenant has satisfied the requirements of this Section 19.

20. Miscellaneous.

- (a) The provailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.
- (b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.
- (c) Landford agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit D may be recorded in place of this Lease by Tenant.

Sile Leaso - version 9.21.07

- (d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and alternment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.
- (e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.
- (f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.
- (g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
- (h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.
- (i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- (j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).
- (k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD:	Town of Trumbull
By: Printed Name:	Reymond G. Balduso, Jr.
Title:	
Date;	October 30, 2009
TENANT:	T-Mobile Noutheast
Printed Name:	Chris Hallowani
	For & Octob Page
Title:	- span Creat
Date:	

T-Mobile Legal Approval

EXHIBIT A Legal Description

The Property is legally described as follows:

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Trumbull, County of Fairfield, and State of Connecticut, bounded and described as follows, to wit:

NORTHERLY:

on highway, called Depot Road, two hundred fifty (250) feet; by a

new street line shown on hereinafter referenced map;

EASTERLY:

on land now or formerly of Francis E. Beach, four hundred (400)

feet:

SOUTHERLY:

on land now or formerly of Francis E. Beach, two hundred fifty

(250) feet;

WESTERLY:

on land now or formerly of Francis E. Beach, two hundred fifty

(250) feet.

Being shown as Parcel "A" on a certain map entitled, "Map of Property in Trumbull, Connecticut, for Francis E. Beach", dated March 13, 1929, made by A.D. Fuller, Civil Engineer, and recorded in the Town Clerk's Office in said Town of Trumbull as Map No. 121, to which reference may be had for a more particular description of said premises.

EXHIBIT B

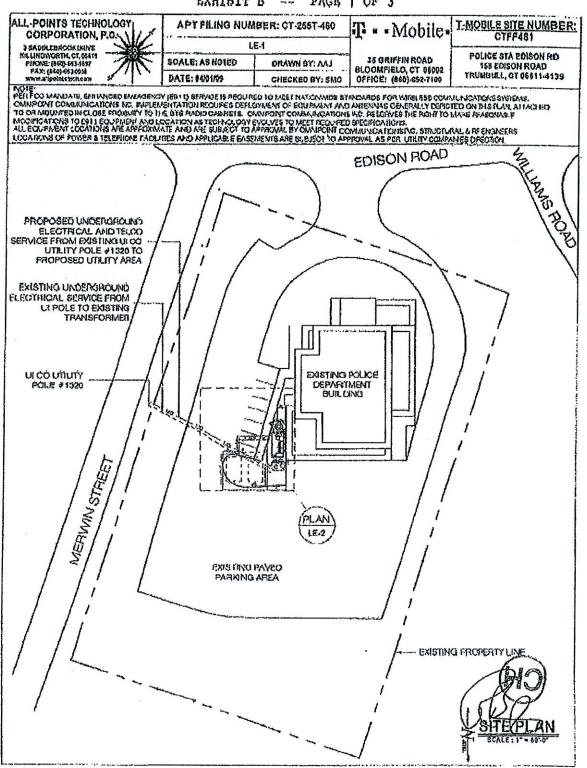
The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

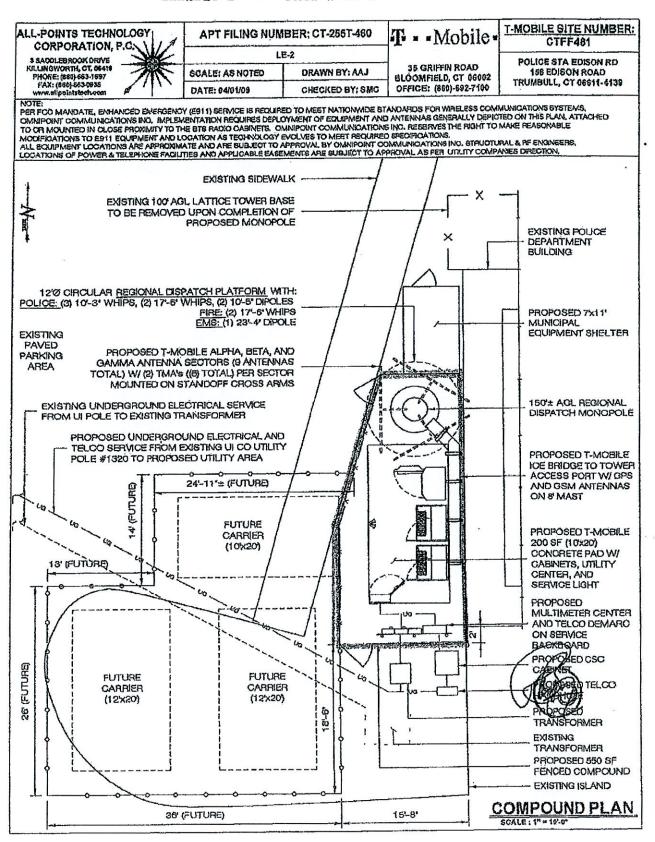
SEE ATTACHED.

9

Site Number: Site Name: Market: CTFF481B Police Station Edison Road Connecticut She Lease - version 9,21,07

TMN LLC 4





ALL-POINTS TECHNOLOGY CORPORATION, P.C. 3 SADDLEBROOK DRIVE KILLINGWORTH, CT. 08419 PHONE: (880)-853-1697

FAX: (860)-863-0935 www.alipointstech.com APT FILING NUMBER: CT-255T-460

LE-3

SCALE: AS NOTED DRAWN BY: AAJ
DATE: 04/01/09 CHECKED BY: SMC

T • • Mobile •

35 GRIFFIN ROAD BLOOMFIELD, CT 06002 OFFICE: (860)-692-7100 T-MOBILE SITE NUMBER: CTFF481

POLICE STA EDISON RD 158 EDISON ROAD TRUMBULL, CT 06611-4139

NOTE:

PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS.
OMNIPOINT COMMUNICATIONS INC. IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED
TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. OMNIPOINT COMMUNICATIONS INC. RESERVES THE RIGHT TO MAKE REASONABLE
MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.
ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPOINT COMMUNICATIONS INC. STRUCTURAL & RF ENGINEERS.

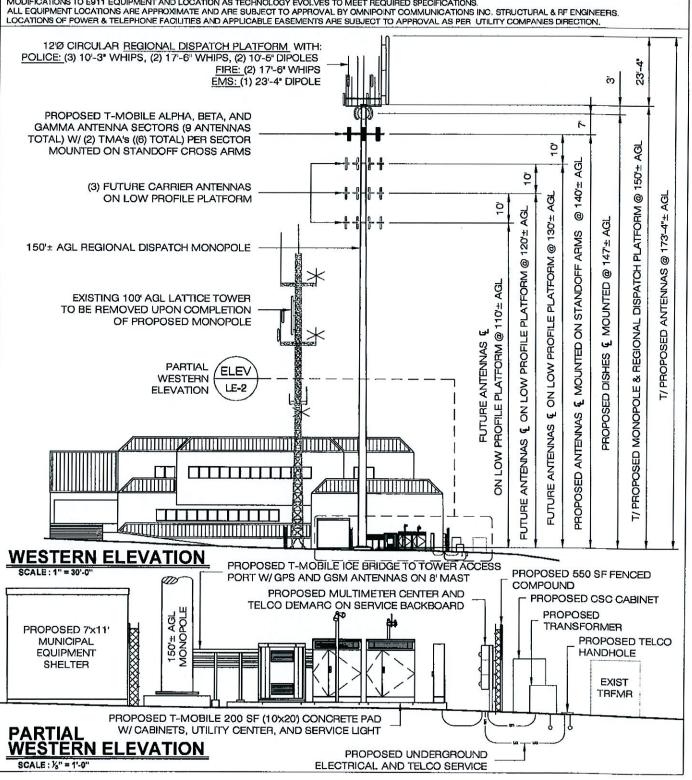


EXHIBIT C

A fist of Landford's public safety and commercial use frequencies and both the lower and upper adjacent channels.

Frequency	Lycense	Fyne	Tone	Alpha Tag	Description	Mode	7.98
53.56000	XCD906	18tw	csa	Timble FD	भ्यम	FM	Fire Dispatch
33.76000		EDIM EDIM	csa	Tombi FD2	Part Ch. 2	黎	Fire-Tac
33,86000	KCC396	EM	OSO!	Tring FD 3	Fire Ch. 3	FM	Fire-Tac
155.80500	KIB645	BM	114,8 Pt.	Smbl Elvis	EMS	FIA	EMS Dispatch
857.26250 812.26250	KNIO685 RM	W.	1606 5091	Cump PD	Police	FW	Law Dispetch
3	WPLX71	***	1025 DPL	Treats PD 3	Police Ch 3	FW	Law Tac
39.45 39.48		8	110.8 PL	CSP Hot Line	CSP Hox Lane	差	Law Dispertch
45.84000	WOAK394	Bit	146.2 PL	Trabi Highway	i highway Department	が	Public Works
154.05500	KNDT240 BM	BW	1173.8 PL	Tmts Svcs	Services	Als.	Public Works
Frequency lapar	License	Type	Yone	Alpha Teg	Description	Mode	Tag
154.10000 958.92500	WDM708 RW	File	175.9 Pt		Countywide Police Holline	M.	Law Tac
164.10000 158.92600	MDM703 RM	Red	151,4 PL		Countyvide Police Holline - Lower County	FM.	Law Tac
Frequency Input	Ucense.	Type	Tone	Aphe Tag	Description	ffrode	Fast
866.01250 821,01250		:RM	1158.7 PL	SICALL R	Interagency Calling	W.	Interop
866,01250 866,01250		W	156.7 PL	ICALLS	Interegency Calling	254	Inferop
866,51250 821,51250		RM	156.7 PL	ITAC 1	Interagency Tachcal 1	FW.	Interop
866.51250 856.51250		M	156.7 PL	ITAC 1S	Interagency Tactical 1	FM	couatuli
867,91250 ,822,01259		RM	156,7 PL	ITAC 2	Interagency Tactical 2	M.J.	interop
867.01250 867.01250		im.	156.7 PL	ITAC 2S	interagency Tactical 2	FM	Interop
857.51250 (822.51250		Red	156.7 PL	ITAC 3	Interagency Tactical 3	FE	Interop
897,51250 867,51250		M.	1156.7 PL	ITAC 3S	Interagency Tactical S	FW	Interop
868.01250 (823.01250	×. • · · ·	RM	156.7 PL	UTACA	Interagency Tactical S	FM	dojatuj
868,01250 (868,01250		W.	156.7 PL	ITAC 4S	Interagency Tactical 4	M	Interop
858.26250/813.2625		W.	156.7 PL	C-SPERN	State Police Emergency Racio Menucik	FM	Emergency

EXHIBIT D

Memorandum of Lease

MEMORANDUM OF LEASE

Assessor's Parcel Number: Map E10, Block 304

Between Town of Trumbuli ("Landlord") and T-Mobile Northeast LLC ("Tenant")

NAME AND ADDRESS OF LANDLORD:

Town of Trumbull 5866 Main Street Trumbull, CT 06611

NAME AND ADDRESS OF TENANT:

T-Mobile Northeast LLC

4 Sylvan Way

Parsippany, NJ 07054

Attn: Lease Administration Manager

r	24	CE	ni	TT	OF	FYE	CTDI	DN.

SITE LEASE WITH OPTION: A Site Lease with Option (the "Lease") by and between Town of Trumbull, a municipal corporation, ("Landlord") and T-Mobile Northeast LLC, a Delaware corporation ("Tenant") was made regarding a portion of the property described below (the "Leased Premises").

DESCRIPTION OF LEASED PREMSIES: The Leased Premises consists of a portion of the property (the "Property") known by the street address158 Edison Road, Town of Trumbull, County of Fairfield, State of Connecticut, which is sufficient for the placement of Antenna Facilities together with easements for access and utilities. A metes and bounds description of the Property is incorporated herein as Exhibit "A."

TERM OF THE LEASE: The term of the Lease is for five (5) years, commencing on the date of the exercise of the Option (the "Commencement Date") and expiring on midnight on the last day of the Initial or Renewal Term (the "Expiration Date").

OPTION TO EXTEND: Tenant has an option to extend the term of the Lease for four (4) successive periods of five (5) years each. This Lease shall automatically renew for each successive Renewal Term, unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

TERMS OF THE LEASE GOVERN: The rights, obligations and remedies of Landlord and Tenant, respectively, with reference to each other and the Leased Premises shall be fixed, determined and governed solely by the terms of the Lease, this being a Memorandum of Lease executed by the parties hereto for the purpose of providing an instrument in lieu of recording the Lease.

The parties hereto have executed and delivered this Memorandum of Lease for the purpose of giving notice of the Lease to whomever it may concern. Fro a statement of the rights, privileges and obligations created under the Lease and of the options, terms, covenants and conditions contained therein, reference should be made to the Lease.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Town of Trumbull

Ву:		
Printed Name:		
Title:		
Date:		
TENANT:	T-Mobile Northeast LLC	
Ву:	1. 10 TABLE 15 TABLE	
Printed Name:	Mark Appel	
Title:	Area Director	
Date:		

Site Number: Site Name: CTFF481B

Police Station Edison Road

Market: Connecticut

1

Site Lease - version 9.21.07

STATE OF CONNECTICUT	_ }
COUNTY OF) ss.)
5	
On the day of	in the year before me, the undersigned, personally appeared Personally known to me or proved to me on the basis of satisfactory evidence to be the
	Personally known to me or proved to me on the basis of salisfactory evidence to be the cribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/thei usi(s), or the person upon behalf of which the individual(s) acted, executed the instrument.
Dated:	
	Notary Public Print Name
	Print Name
e .	
(Use this space for notary stamp/seal)	
	[Noture block for Tenant]
STATE OF MASSACHUSETTS)) ss.
COUNTY OF BRISTOL)
acknowledged that he signed this instrum	satisfactory evidence that MARK APPEL is the person who appeared before me, and said person tent, on oath stated that he was authorized to execute the instrument and acknowledged it us the AREA LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and
Dated:	
r .	Notary Public
	Print Name
	-
(Use this space for notary stamp/seal)	

Site Number: Site Name: Market: CTFF481B Police Station Edison Road Connecticut 2

Sito Lease - version 9.21.07

TWN LLC "

Memorandum of Lease Exhibit A Legal Description

The Property is legally described as follows:

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Trumbull, County of Fairfield, and State of Connecticut, bounded and described as follows, to wit:

NORTHERLY:

on highway, called Depot Road, two hundred fifty (250) feet; by a

new street line shown on hereinafter referenced map;

EASTERLY:

on land now or formerly of Francis E. Beach, four hundred (400)

feet

SOUTHERLY:

on land now or formerly of Francis E. Beach, two hundred fifty

(250) feet;

WESTERLY:

on land now or formerly of Francis E. Beach, two hundred fifty

(250) feet.

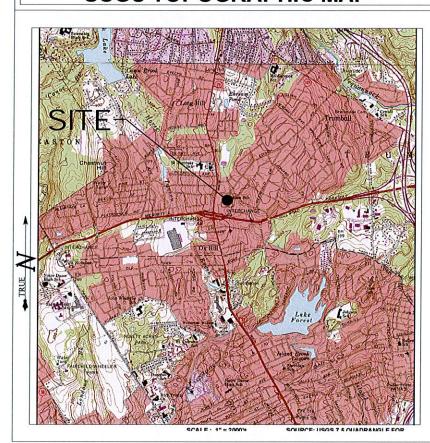
Being shown as Parcel "A" on a certain map entitled, "Map of Property in Trumbull, Connecticut, for Francis E. Beach", dated March 13, 1929, made by A.D. Fuller, Civil Engineer, and recorded in the Town Clerk's Office in said Town of Trumbull as Map No. 121, to which reference may be had for a more particular description of said premises.

EXHIBIT C

LOCATION MAP



USGS TOPOGRAPHIC MAP



T--Mobile-

35 GRIFFIN ROAD BLOOMFIELD, CT 06002 OFFICE: (860)-692-7100 FAX: (860)-692-7159

DRAWING INDEX

T-1 TITLE SHEET & INDEX

A-1 ABUTTERS MAP

SP-1 SITE PLAN

SP-2 COMPOUND PLAN AND TOWER ELEVATION

AE-1 AERIAL MAP

*SITE INFORMATION:
-SITE NAME:...... POLICE STA. EDISON RD
-SITE ID NUMBER:.... CTFF481
-SITE ADDRESS:.... 158 EDISON ROAD
TRUMBULL, CT 06611

-MAP: E10 -BLOCK: 304 -LOT: 000

CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF T-MOBILE NORTHEAST, LLC ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. DUPLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSES OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.

THIS DOCUMENT IS THE

CORPORATION, P.C.

3 SADDLEBROOK DRIVE KILLINGWORTH, CT. 06419 PHONE: (860)-663-1697 FAX: (860)-663-0935 www.allpointstech.com



CONTACT PERSONNEL

APPLICANT:
T-MOBILE NORTHEAST, LLC
35 GRIFFIN ROAD
BLOOMFIELD, CT 06002

LANDLORD
TOWN OF TRUMBULL
5866 MAIN STREET
TRUMBULL, CT 06611

T-MOBILE PROJECT MANAGER:

PAUL SAENZ (914) 447-3581

T-MOBILE PROJECT ATTORNEY:

JULIE D. KOHLER, ESQ. COHEN AND WOLF, P.C. 1115 BROAD STREET BRIDGEPORT, CT 06604 203-368-0211

POWER PROVIDER:

UI: (800) 722-5584 UTILITY CONSULT PENDING

TELCO PROVIDER:

AT&T: (800)-727-8368

CALL BEFORE YOU DIG:

(800) 922-4455

GOVERNING CODEs:

2005 CONNECTICUT BUILDING CODE (2003 IBC BASIS)
NATIONAL ELECTRIC CODE
EIA/TIA 222F

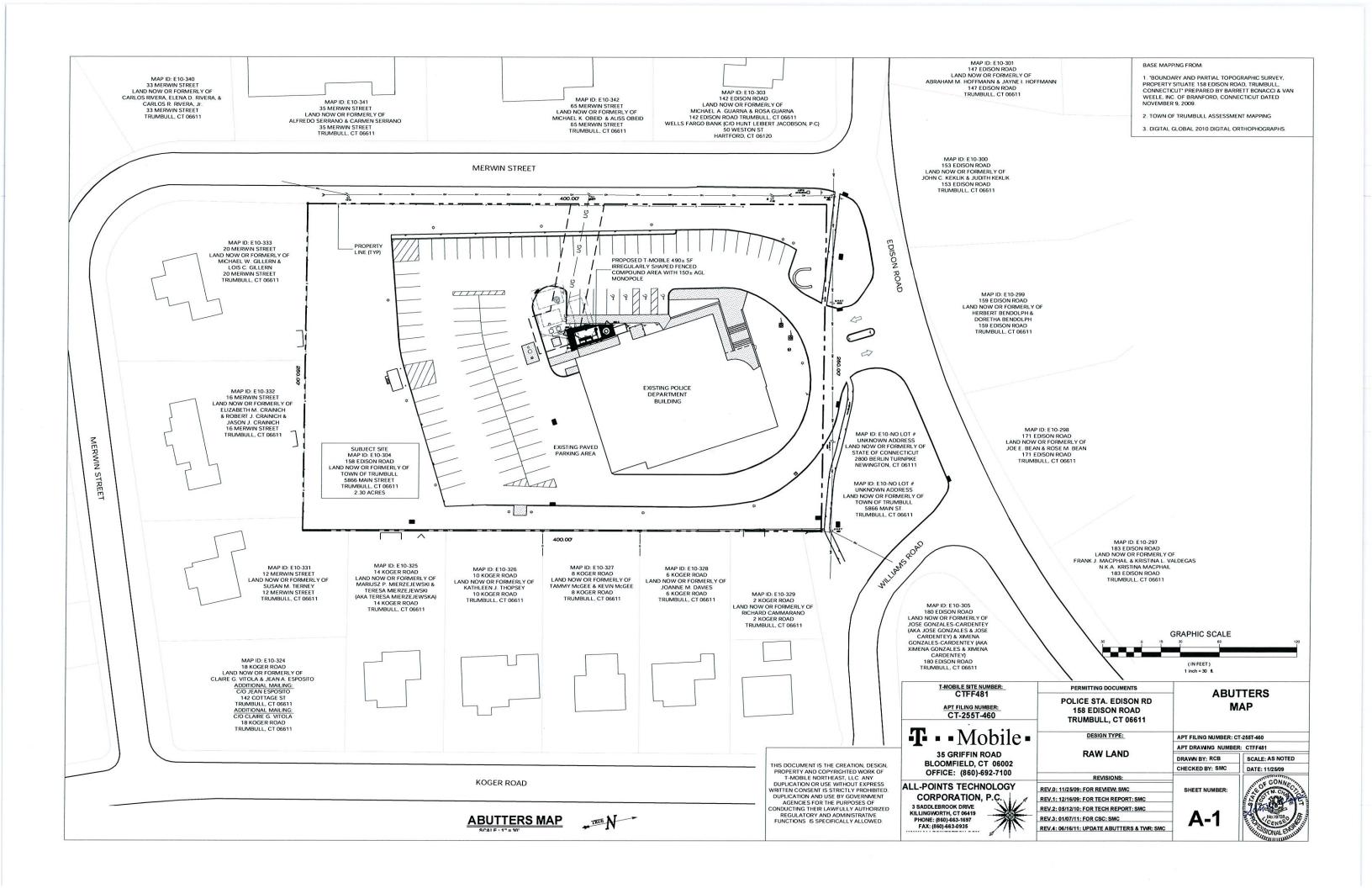
SITE INFORMATION

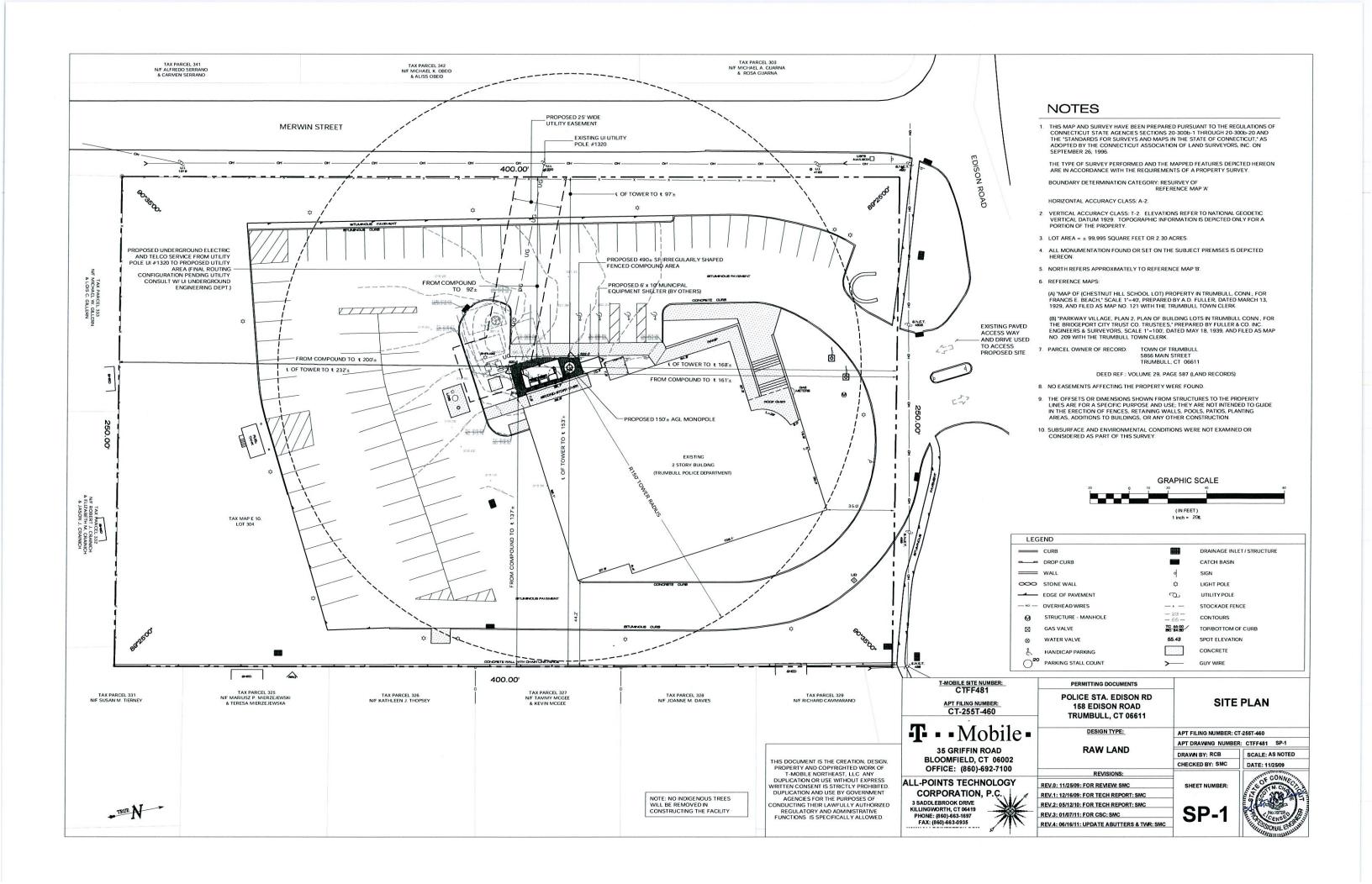
CTFF481

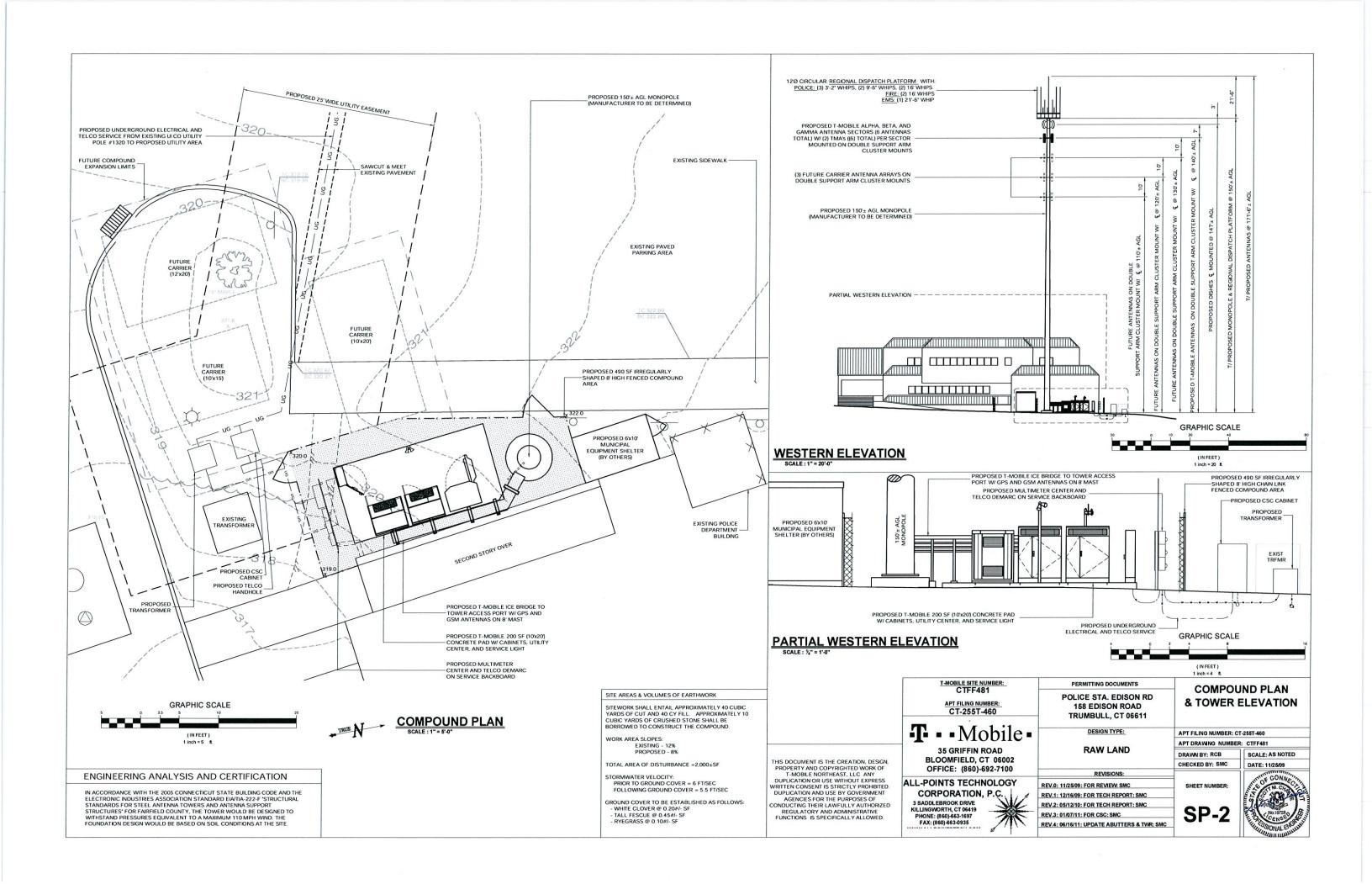
PERMITTING DOCUMENTS

POLICE STA. EDISON RD 158 EDISON ROAD TRUMBULL. CT 06611

POLICE STA. EDISON RD 158 EDISON ROAD TRUMBULL, CT 06611	AND INDEX			
DESIGN TYPE:	APT FILING NUMBER: CT-255T-460			
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	CHECKED BY: SMC	DATE: 11/25/09		
REVISIONS:		CONAL CON		
REV.0: 11/25/09: FOR REVIEW: SMC	SHEET NUMBER:	THE WOLLD		
REV.1: 12/16/09: FOR TECH REPORT: SMC		Z 8 300		
REV.2: 05/12/10: FOR TECH REPORT: SMC		James 20		
REV.3: 01/07/11: FOR CSC: SMC	-1	No.19728		
REV.4: 06/16/11: UPDATE ABUTTERS & TWR: SMC		THE COSCONAL ENGINEER		







ALL-POINTS TECHNOLOGY CORPORATION, P.C. 3 SADDLEBROOK DRIVE

KILLINGWORTH, CT. 06419 PHONE: (860)-663-1697 FAX: (860)-663-0935 www.allpointstech.com

APT FILING NUMBER: CT-255T-460

AERIAL MAP

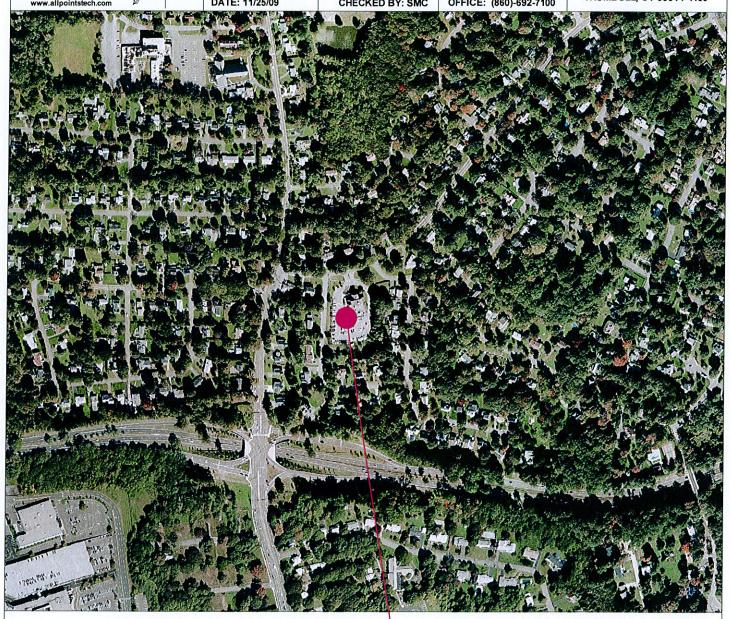
SCALE: AS NOTED DRAWN BY: RCB

DATE: 11/25/09 CHECKED BY: SMC **T** • • Mobile •

35 GRIFFIN ROAD BLOOMFIELD, CT 06002 OFFICE: (860)-692-7100

T-MOBILE SITE NUMBER **CTFF481**

POLICE STA. EDISON RD 158 EDISON ROAD TRUMBULL, CT 06611-4139



SITE

AERIAL MAP

SCALE : 1" = 500'-0'

GRAPHIC SCALE



(IN FEET)

1 inch = 500 ft.

EXHIBIT D

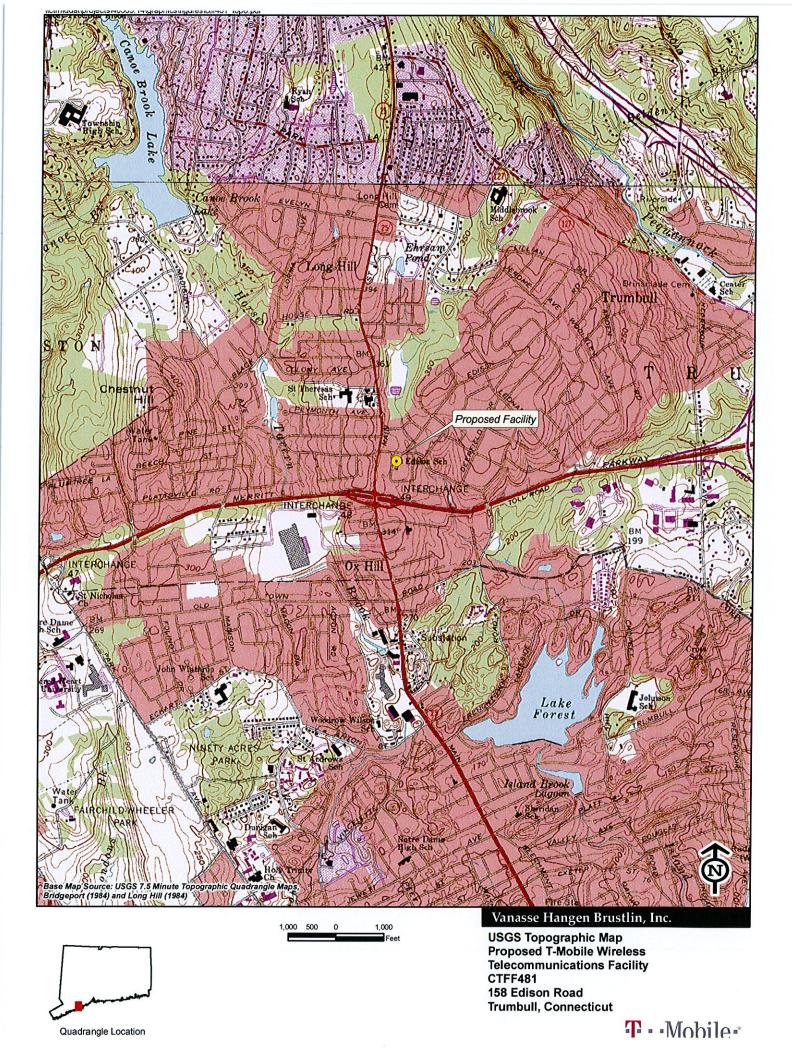


EXHIBIT E

CERTIFICATION OF SERVICE

I hereby certify that on this, the 1st day of August, 2011, copies of the Application and Attachments were sent by Federal Express to the following:

TRUMBULL TOWN OFFICIALS (General Statutes § 16-501(b)(1))

Timothy M. Herbst, First Selectman Trumbull Town Hall 5866 Main Street, 2nd Floor Trumbull, CT 06611

Planning & Zoning Commission Gary Bean, Chairman Trumbull Town Hall 5866 Main Street Trumbull, CT 06611

Zoning Board of Appeals Richard Pushkar, Chairman Trumbull Town Hall 5866 Main Street Trumbull, CT 06611

Conservation Commission Mary Ellen Lemay, Chairman Trumbull Town Hall 5866 Main Street Trumbull, CT 06611

Inland Wetland & Watercourse Commission Richard H. Girouard, Chairman Trumbull Town Hall 5866 Main Street Trumbull, CT 06611

Suzanne Burr Monaco, Town Clerk Trumbull Town Hall 5866 Main Street, 1st Floor Trumbull, CT 06611

ATTORNEY GENERAL (General Statutes § 16-50I(b)(2))

Office of the Attorney General State of Connecticut Attorney General George C. Jepsen 55 Elm Street Hartford, CT 06106

LEGISLATIVE MEMBERS (General Statutes § 16-50I(b)(3))

United States Senator Joseph I. Lieberman One Constitution Plaza, 7th Floor Hartford, CT 06103

United States Senator Richard Blumenthal 30 Lewis Street, Suite 101 Hartford, CT 06103

United States Congressman Jim Himes 888 Washington Boulevard, 10th Floor Stamford, CT 06901

Connecticut State Senator Anthony J. Musto Legislative Office Building 300 Capital Avenue, Room 2000 Hartford, CT 06106

Connecticut State Representative Tony Hwang Legislative Office Building 300 Capital Avenue, Room 4200 Hartford, CT 06106

Connecticut State Representative T.R. Rowe Legislative Office Building 300 Capital Avenue, Room 4200 Hartford, CT 06106

FEDERAL AGENCIES (General Statutes § 16-50I(b)(4))

Federal Communications Commission Office of the Secretary 9300 East Hampton Drive Capitol Heights, MD 20743 Federal Aviation Administration New England Region 12 New England Executive Park Burlington, MA 01803

STATE AGENCIES (General Statutes § 16-50l(b)(5))

Greater Bridgeport Regional Planning Agency c/o Brian Bidolli, Acting Executive Director Bridgeport Transportation Center 525 Water Street Bridgeport, CT 06604-4902

Connecticut Department of Environmental Protection c/o Daniel C. Esty, Commissioner 79 Elm Street Hartford, CT 06106-5127

Department of Public Health c/o Dr. Jewel Mullen, Commissioner 410 Capitol Avenue Hartford, CT 06134

Department of Agriculture c/o Steven Reviczky, Commissioner 165 Capitol Avenue Hartford, CT 06106

Connecticut Department of Public Utility Control c/o Kevin M. DelGobbo, Chairman
Ten Franklin Square
New Britain, CT 06051

Office of Policy and Management c/o Secretary Benjamin Barnes 450 Capitol Avenue Hartford, CT 06106-1379

Department of Economic & Community Development c/o Catherine Smith, Commissioner 505 Hudson Street Hartford, CT 06106

Connecticut Department of Transportation c/o James P. Redeker, Acting Commissioner 2800 Berlin Turnpike Newington, CT 06111 Connecticut Council on Environmental Quality c/o Karl J. Wagener, Executive Director 79 Elm Street
Hartford, CT 06106

Connecticut Commission on Culture & Tourism – Historic Preservation and Museum Division *c/o* David Bahlman, Division Director One Constitution Plaza, Second Floor Hartford, CT 06103

Connecticut Department of Emergency Management & Homeland Security c/o Peter J. Boynton, Commissioner 25 Sigourney Street, 6th Floor Hartford, CT 06106-5042

Connecticut Siting Council c/o Richard Stein, Chairman Ten Franklin Square New Britain, CT 06051

Respectfully submitted,

T-MOBILE NORTHEAST LLC

By:

Julie D. Kohler, Esq. Jesse A. Langer Esq.

Cohen and Wolf P.C.

1115 Broad Street

Bridgeport, CT 06604

Tel. (203) 368-0211

Fax (203) 394-9901

ikohler@cohenandwolf.com

jlanger@cohenandwolf.com

EXHIBIT F

CONNECTICUT POST

410 State Street • Bridgeport, CT 06604

COHEN & WOLF PC 1115 BROAD STREET BRIDGEPORT CT 06604

CONNECTICUT POST
CERTIFICATE OF PUBLICATION

This is to certify that the attached advertisement was published in the Connecticut Post newspaper as stated below.

Advertising Representative)

PUBLIC NOTICE

Pursuant to General Statutes § 16-50l and § 16-50l-1 of the Regulations of Connecticut State Agencies, notice is hereby given that T-Mobile Northeast LLC ("T-Mobile") will file an application with the Connecticut Siting Council ("Council"). T-Mobile will file an Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a telecommunications facility at 158 Edison Road, Trumbull, Connecticut ("Application"). T-Mobile will file the Application on or about August 1, 2011. T-Mobile seeks to construct a new 150 foot monopole structure, with antennas, associated equipment and other site improvements necessary for the proposed facility ("Facility"). The Facility would also accommodate a regional dispatch platform for emergency services, which would sit atop the monopole with antennas that would reach a height of approximately 172 feet above grade level. The location, height and other features of the Facility are subject to review and change by the Council pursuant to General Statutes § 16-50g et seq. The Facility would also enhance municipal and reglonal emergency services. The Application will set forth the need, purpose and benefits of the Facility and will also describe the environmental impact, If any, of the Facility will conduct a balloon

the Facility and will also describe the environmental impact, If any, of the Facility.

T-Mobile will conduct a balloon float at the proposed height of the Facility on the day of the public hearing on the Application as scheduled by the Council. The Council will provide notice of the public hearing date. The Council will conduct that public hearing in Trumbull.

T-Mobile will conduct the baloon float from 12:00 pm until 5:00 pm or as set by the Council.

Interested parties and residents of the Town of Trumbull are invited to review the Application during normal business hours at and of the following offices:

> Connecticut Siting Council 10 Franklin Square New Britain, CT 06051

Town Clerk Town of Trumbull 5866 Main Street, 1st Floor Trumbull, CT 06611 Subscribed and sworn to before me, on this 18th day of July, A.D. 2011

Notary Public

State Commission Expires 1/31/2013

PO Number

Amount \$955.20

Publication Connecticut Post Ad Number

Ad Caption

0001660106-01 PUBLIC NOTICE

Pursuant to

Publication Schedule

7/16/2011, 7/18/2011

or at the offices of T-Mobile's legal counsel: Julie D. Kohler, Esq. Jesse A. Langer, Esq. Cohen and Wolf, P.C. 1115 Broad Street Bridgeport, CT 06604 Tel. (203) 368-0211 Fax (203) 394-9901

All inquiries should be addressed to the Council or to T-Mobile's legal counsel as listed above.

PUBLIC NOTICE

Pursuant to General Statutes § 16-50/ and § 16-50/-1 of the Regulations of Connecticut State Agencies, notice is hereby given that T-Mobile Northeast LLC ("T-Mobile") will file an application with the Connecticut Siting Council ("Council"). T-Mobile will file an Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a telecommunications facility at 158 Edison Road, Trumbull, Connecticut ("Application"). T-Mobile will file the Application on or about August 1, 2011. T-Mobile seeks to construct a new 150 foot monopole structure, with antennas, associated equipment and other site improvements necessary for the proposed facility ("Facility"). The Facility would also accommodate a regional dispatch platform for emergency services, which would sit atop the monopole with antennas that would reach a height of approximately 172 feet above grade level. The location, height and other features of the Facility are subject to review and change by the Council pursuant to General Statutes § 16-50g et seq.

The Facility would provide wireless service in the Town of Trumbull, particularly along sections of Route 15 (Merritt Parkway), Main Street and Highgate Road, as well as the surrounding area. The Facility would also enhance municipal and regional emergency services. The Application will set forth the need, purpose and benefits of the Facility and will also describe the environmental impact, if any, of the Facility.

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Town Clerk Town of Trumbull 5866 Main Street, 1st Floor Trumbull, CT 06611

or at the offices of T-Mobile's legal counsel:

Julie D. Kohler, Esq. Jesse A. Langer, Esq. Cohen and Wolf, P.C. 1115 Broad Street Bridgeport, CT 06604 Tel. (203) 368-0211 Fax (203) 394-9901

All inquiries should be addressed to the Council or to T-Mobile's legal counsel as listed above.

EXHIBIT G

CERTIFICATION OF SERVICE TO ABUTTING PROPERTY OWNERS

I hereby certify that a copy of the foregoing letter was sent by certified mail, return receipt requested, to each of the following abutting landowners:

Richard Cammarano

2 Koger Road Trumbull, CT 06611

Joanne M. Davies

6 Koger Road Trumbull, CT 06611

Tammy McGee and Kevin McGee 8 Koger Road

Trumbull, CT 06611

Kathleen J. Thopsey

10 Koger Road Trumbull, CT 06611

Mariusz P. Mierzejewski and Teresa Mierzejewski, aka Teresa Mierzejewska 14 Koger Road

Trumbull, CT 06611

Claire G. Vitola and Jean A. Esposito

18 Koger Road Trumbull, CT 06611

> (Mailing Address:) c/o Jean Esposito 142 Cottage Street Trumbull, CT 06611

(Additional Mailing Address:) c/o Claire G. Vitola 18 Koger Road Trumbull, CT 06611

Susan M. Tierney

12 Merwin Street Trumbull, CT 06611 Robert J. Crainich and Elizabeth M. Crainich and Jason J. Crainich 16 Merwin Street Trumbull, CT 06611

Michael W. Gillern and Lois C. Gillern 20 Merwin Street Trumbull, CT 06611

Alfredo Serrano and Carmen Serrano 35 Merwin Street Trumbull, CT 06611

Michael K. Obeid and Aliss Obeid 65 Merwin Street Trumbull, CT 06611

Michael A. Guarna and Rosa Guarna 142 Edison Road Trumbull, CT 06611

John C. Keklik and Judith Keklik 153 Edison Road Trumbull, CT 06611

Herbert Bendolph and Doretha Bendolph 159 Edison Road Trumbull, CT 06611

Joe E. Bean and Rose M. Bean 171 Edison Road Trumbull, CT 06611

Jose Gonzales-Cardentey, aka
Jose Gonzales and Jose Cardentey, and
Ximena Gonzales-Cardentey, aka
Ximena Gonzales and Ximena Cardentey
180 Edison Road
Trumbull, CT 06611

Carlos Rivera and Elena D. Rivera and Carlos R. Rivera, Jr. 33 Merwin Street Trumbull, CT 06611

Abraham M. Hoffman and Jayne I. Hoffman 147 Edison Road Trumbull, CT 06611

Frank J. Macphail and Kristina L. Valdegas n/k/a Kristina Macphail 183 Edison Road Trumbull, CT 06611

Town of Trumbull 5866 Main Street Trumbull, CT 06611

State of Connecticut 2800 Berlin Turnpike Newington, CT 06111

Dated: August 1, 2011

Attorneys for the Applicant Julie D. Kohler, Esq. Julie D. Kohler, Esq. Julie D. Kohler, Esq. COHEN AND WOLF, P.C. 1115 Broad Street Bridgeport, CT 06604 Tel. (203) 368-0211 Fax (203) 394-9901

jkohler@cohenandwolf.com jkohler@cohenandwolf.com

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JESSE A. LANGER

Please Reply To Bridgeport E-Mail: jlanger@cohenandwolf.com

July 13, 2011

VIA CERTIFIED MAIL

Re: Proposed Telecommunications Facility (158 Edison Road, Trumbull)

To Whom It May Concern:

This firm represents T-Mobile Northeast LLC ("T-Mobile"). T-Mobile intends to file an Application for a Certificate of Environmental Compatibility and Public Need ("Application") with the Connecticut Siting Council ("Council") regarding certain real property commonly known as 158 Edison Road, Trumbull ("Property"). T-Mobile seeks to construct, maintain and operate a telecommunications facility on the Property.

This letter serves as notice to you as an abutting property owner pursuant to General Statutes § 16-50/. T-Mobile will file the Application on or about August 1, 2011, and will request that the Council place the Application on some future agenda.

Please find enclosed a copy of the legal notice that will run in the "Connecticut Post" on Saturday, July 16, 2011 and Monday, July 18, 2011.

If you have any questions or concerns regarding this matter, please contact our office or the Council. The Council's address is included in the enclosed copy of the legal notice.

Very truly yours,

Jesse A. Langer

Enclosure

PUBLIC NOTICE

Pursuant to General Statutes § 16-50/ and § 16-50/-1 of the Regulations of Connecticut State Agencies, notice is hereby given that T-Mobile Northeast LLC ("T-Mobile") will file an application with the Connecticut Siting Council ("Council"). T-Mobile will file an Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a telecommunications facility at 158 Edison Road, Trumbull, Connecticut ("Application"). T-Mobile will file the Application on or about August 1, 2011. T-Mobile seeks to construct a new 150 foot monopole structure, with antennas, associated equipment and other site improvements necessary for the proposed facility ("Facility"). The Facility would also accommodate a regional dispatch platform for emergency services, which would sit atop the monopole with antennas that would reach a height of approximately 172 feet above grade level. The location, height and other features of the Facility are subject to review and change by the Council pursuant to General Statutes § 16-50g et seq.

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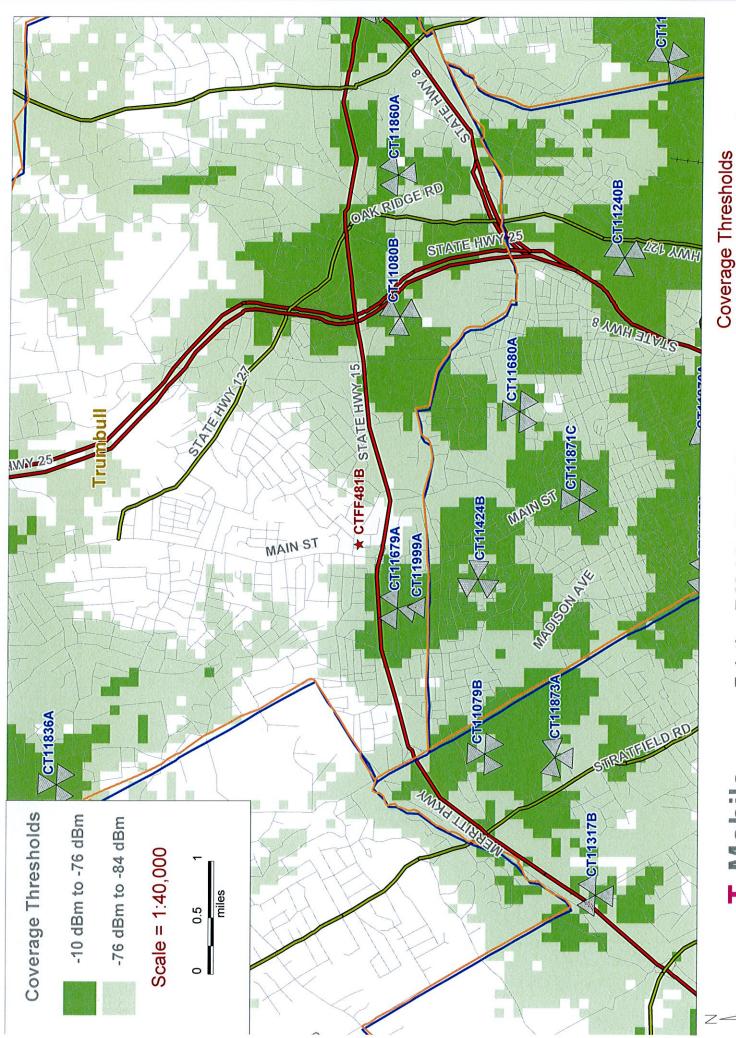
Town Clerk
Town of Trumbull
5866 Main Street, 1st Floor
Trumbull, CT 06611

or at the offices of T-Mobile's legal counsel:

Julie D. Kohler, Esq. Jesse A. Langer, Esq. Cohen and Wolf, P.C. 1115 Broad Street Bridgeport, CT 06604 Tel. (203) 368-0211 Fax (203) 394-9901

All inquiries should be addressed to the Council or to T-Mobile's legal counsel as listed above.

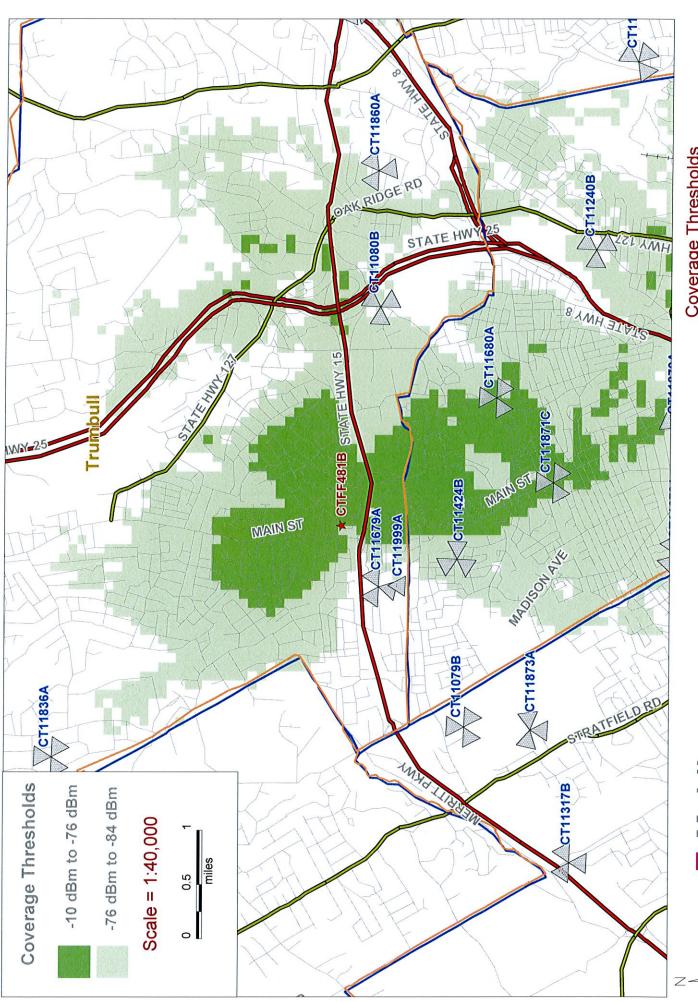
EXHIBIT H



Dark Green - In Building Coverage Light Green - In Vehicle Coverage

-T-Mobile--

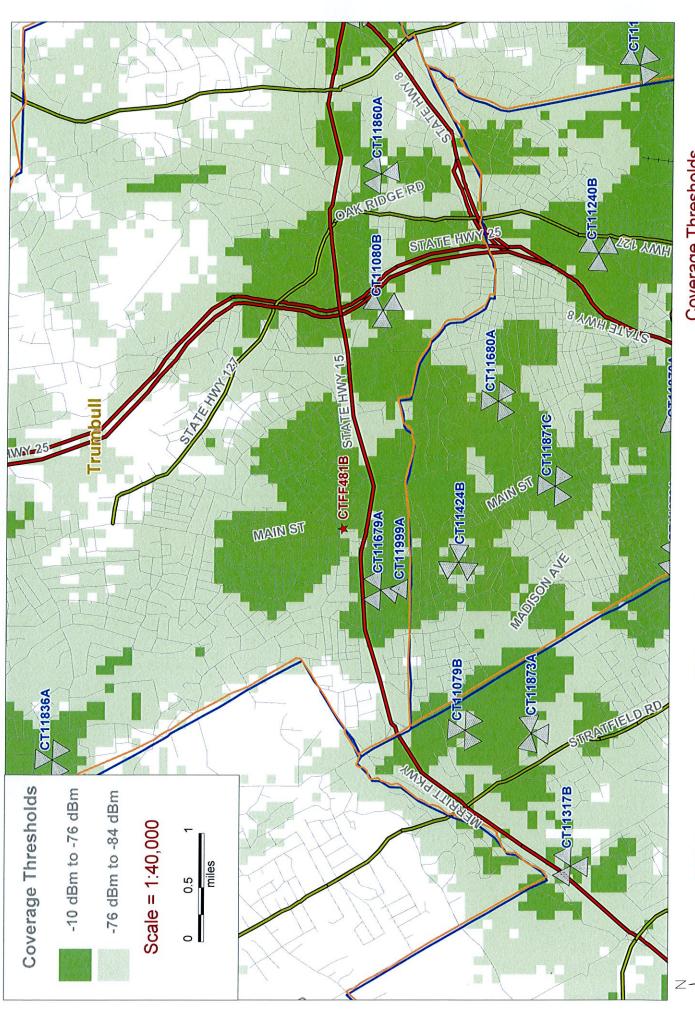
Existing T-Mobile On Air Coverage



Coverage Thresholds Dark Green - In Building Coverage Light Green - In Vehicle Coverage

-T-Mobile--

T-Mobile Proposed CTFF481B @ 140'



Coverage Thresholds Dark Green - In Building Coverage Light Green - In Vehicle Coverage

-T-Mobile--

Existing T-Mobile On Air Coverage With CTFF481B @ 140'